

1 **SAMPSON & ASSOCIATES**2 Bryan D. Sampson (#143143)
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5 San Diego, California 92101
(619)557-9420 / Fax (619)557-9425FILED DJ
61 DEC 10 PM 1:48U.S. BANKRUPTCY CT.
SD DIST. OF CALIF.4 Attorneys for SECURED CREDITOR
5 **BRADLEY PROULX**

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8 **UNITED STATES BANKRUPTCY COURT**
9 **SOUTHERN DISTRICT OF CALIFORNIA**

10 In re:

Case No. 99-33191-B7

11 **SARA NEWSOME BURNS,**

Adv. No: 01-90355-B7

12 **Debtor.**

Chapter 7

13 **RICHARD KIPPERMAN, Trustee,****DECLARATION OF BRYAN D. SAMPSON
IN SUPPORT OF CREDITOR BRADLEY
PROULX' S REPLY ON MOTION FOR
SUMMARY JUDGMENT**14 **Plaintiff,**

Date: December 17, 2001

15 **v.**

Time: 2:30 p.m.

16 **BRADLEY PROULX, an individual,**

Ctrm: 4

17 **Defendant.**

Judge: Hon. Peter W. Bowie

18
19 I, Bryan D. Sampson, declare:

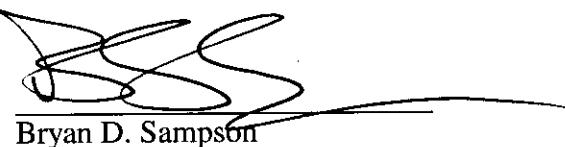
- 20 1. I am an attorney licensed to practice law in the State of California and before this Court. I am
21 also the attorney of record for creditor Bradley Proulx in this and in the underlying matter.
- 22 2. If called upon to testify, I could and would competently testify to the matters contained herein
23 based upon my personal knowledge.
- 24 3. I prepared, filed and served Creditor's Notice of Lien on January 13, 1999. Therefore, it was
25 created well outside of the 90 day preference period.
- 26 4. When I filed the Notice of Lien, the Court in that case specifically retained jurisdiction over the
27 matter until such time as the installment payments under the settlement agreement between
28 Debtor and the U.S. government were completed.

1 5. Although Trustee argues that the ORAP lien did not apply to the remaining \$150,000
 2 (estimated) Qui Tam monies, as said monies were allegedly "after acquired" property, the
 3 Trustee admits, perhaps inadvertently, the funds were immediately due. Trustee's counsel
 4 admitted that the funds were immediately turned over to his office by the government upon his
 5 demand.

6 6. In support of Trustee's admission, at the time of service of the order for the Judgment Debtor's
 7 examination on November 20, 1998, Debtor BURNS admittedly had already acquired an
 8 interest in the subject monies pursuant to her settlement agreement with the Federal
 9 Government on July 1, 1996.

10 7. In fact, I was advised by the government that the subject "\$150,000" monies already were
 11 requisitioned to be paid to Debtor at the time of my liens and collection actions in late 1998.
 12 The only reason payment was stopped was because of the liens and subsequent actions/threats
 13 by Debtor.

14 I declare under penalty of perjury under the laws of the United States of America that the
 15 foregoing is true and correct and that this declaration is executed this 10th day of December 2001, in San
 16 Diego California.



Bryan D. Sampson

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